

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Pacific Coast Feather Company

- Individual(s)
- General Partnership
- Corporation-State
- Other _____ Washington
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
 - Security Agreement
 - Other
 - Merger
 - Change of Name
- Recordation to remove two registration numbers (1753227 and 1753995) inadvertently included in Execution Date: _____ a schedule on a security agreement document previously recorded at Reel 2615/Frame 0608.

2. Name and address of receiving party(ies)

Name: U.S. Bank National Association

Internal

Address: _____

Street Address: 1420 Fifth Avenue, 11th Floor

City: Seattle State: WA Zip: 98101

- Individual(s) citizenship _____
- Association _____ National banking association
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2558866

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Peter Mucklestone

Internal Address: Davis Wright Tremaine LLP

Street Address: 1501 Fourth Avenue, Suite 2600

City: Seattle State: WA Zip: 98101

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

040258

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Peter Mucklestone

Name of Person Signing

Peter J. Mucklestone
Signature

8/11/03

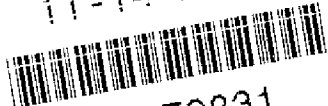
Date

Total number of pages including cover sheet, attachments, and document: 17

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$40.00 040258 2558866

11-14-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE 1

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Pacific Coast Feather Company **11.6.02**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Washington

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: U.S. Bank National Association
Internal Address: _____
Street Address: 1420 Fifth Avenue, 11th Floor
City: Seattle State: WA Zip: 98101

Individual(s) citizenship _____
 Association National banking association
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 10, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)
SEE ATTACHED SCHEDULE
 Additional number(s) attached Yes No **76387633**

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Jane Eckels
 Internal Address: Davis Wright Tremaine LLP
 Street Address: 1501 Fourth Avenue, Suite 2600
 City: Seattle State: WA Zip: 98101

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41), \$ 240.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
040258
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jane Eckels November 6, 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 13

11/13/2002 LNUELLER 00000295 76307633

01 FC:6521
02 FC:6522

40.00 OP
200.00 OP

Mail documents to be recorded with required cover sheet information to:
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Washington, D.C. 20231

TRADEMARK
REEL: 002697 FRAME: 0734

Trademark Applications/ Registrations
Pacific Coast Feather Company

MARK	FOREIGN NO	SERIAL NO.	REG. NO.	PATENT NO.	INT'L CLASS	STATUS
BETOND COMFORT			1,753,227		20	Registered
DOWNAROUND			1,753,985		20	Registered
DOWNPROOF		76/307,633	2,558,866		20, 24	Registered
ENCOMPASS		76/121,955	2,569,503		20	Registered
FLEXILOFT		76/151,853	2,558,362		20	Registered
FOR YOUR COMFORT...NATURALLY		74/079,076	1,682,997		24	Registered
NORTHERN NIGHTS		74/533,933	1,900,678		20	Registered
PROGUARD		76/102,911	2,531,647		24	Registered
SECUREFIT		76/130,775	2,523,708		24	Registered

TRADEMARK

REEL: 002697 FRAME: 0735

**AGREEMENT REGARDING
SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS AGREEMENT REGARDING SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Agreement") is made effective as of September 10, 2002, by and between PACIFIC COAST FEATHER COMPANY, a Washington corporation, whose address is 1964 Fourth Avenue South, Seattle, WA 98134 ("Borrower"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as agent (hereinafter, in such capacity, together with any successors or assigns in such capacity, the "Secured Party") for the benefit the Banks as defined in the Credit Agreement described below.

RECITALS

A. Borrower, Secured Party, and U.S. Bank National Association, Bank of America, N.A., PNC Bank, National Association, and Wells Fargo Bank, National Association have entered into a Credit Agreement and related documents dated June 6, 2000, whereby Banks have agreed to make certain loans to Borrower under certain terms and conditions. (Hereinafter the Credit Agreement and all related documents evidencing the loans and security agreements between Borrower, Secured Party and the Banks are referred to as the "Loan Documents.")

B. Pursuant to the terms of the Loan Documents, Borrower has agreed to grant Secured Party a lien and security interest on the Collateral as defined below.

C. Secured Party desires to have Secured Party's lien and security interest in the Collateral confirmed by recording this document in the United States Patent and Trademark Office ("PTO"), as appropriate.

NOW, THEREFORE, with the foregoing Recitals deemed incorporated into and made a part of this Agreement by reference, and in consideration of the mutual promises and obligations set forth below, the parties, intending to be legally bound, agree as follows:

1. **SECURITY INTEREST.** In consideration of the covenants and agreements contained in the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged by Borrower, and to secure the obligations owing under the Loan Documents, Borrower collaterally assigns and grants to Secured Party a lien and security interest in:

1.1 All of Borrower's right, title and interest in and to all copyrights, proprietary information, trade secrets, patents, patent applications, trademarks, service marks, trade names, trade dress, whether registered or unregistered, and all goodwill associated therewith, and all registrations and applications for registration thereof (collectively referred to as the "Intellectual Property"), including without limitation: (a) the letters patents, trademark and service mark registrations listed in Exhibit A attached hereto and all renewals thereof and any

future letters patents and trademark and service mark registrations and renewals thereof (the "Patents and Trademark Registrations"); (b) the patent applications and trademark registration applications listed in Exhibit A and any Patents and Trademark Registrations that may be issued on any of those applications and any future Patents and Trademark Registration applications, to the full extent allowable by law (the "Patents and Trademark Applications"); (c) all future copyright applications and registrations (the "Copyright Registrations"); (d) all future royalties or other fees paid or payments made or owed to Borrower with respect to the Intellectual Property (the "Royalties"); and (e) proceeds of any and all of the foregoing (the Intellectual Property, Patents and Trademark Registrations, Patents and Trademark Applications, Copyright Registrations, Royalties, and such proceeds are referred to collectively as the "Intellectual Property Rights").

1.2 All rights, interests, claims and demands that Borrower has or may have in existing and future profits and damages for past and future infringements of the Intellectual Property Rights (the "Claims") (the Intellectual Property Rights and Claims are referred to collectively as the "Collateral").

2. BORROWER'S WARRANTY. Borrower warrants and represents that:

2.1 To the best of Borrower's knowledge, Borrower is the true and lawful exclusive owner of the Intellectual Property Rights, including all rights and interests granted by this Agreement.

2.2 To the best of Borrower's knowledge, the Collateral is valid and enforceable.

2.3 Borrower has full power and authority to execute and deliver this Agreement.

2.4 Borrower has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Intellectual Property Rights and the interests granted by this Agreement.

2.5 To the best of Borrower's knowledge, the Intellectual Property Rights and all interests granted in the Collateral are so granted free from all liens, charges, claims, options, licenses, pledges and encumbrances of every kind and character, except for licenses entered into in the ordinary course of business.

3. AFFIRMATIVE COVENANTS. Borrower further covenants that, until all of the above-described obligations have been satisfied in full, Borrower will:

3.1 Not enter into any agreement(s), including, without limitations, license agreements, which are inconsistent with Borrower's undertakings and covenants under the Loan Documents or this Agreement or which restrict or impair Secured Party's right to realize upon the security interest granted under this Agreement.

3.2 Take steps reasonable in the exercise of its good business judgment to protect, maintain and enforce the Intellectual Property Rights, and maintain the quality of the goods and services associated with all patents, trademarks, service marks, and trade names at or above the level of quality as of the date of this Agreement.

4. **RESTRICTIONS ON SALE OF FURTHER ENCUMBRANCE.** Borrower agrees not to sell, assign or further encumber Borrower's rights and interests in the Collateral without the prior written consent of Secured Party, except such licenses as Borrower in the exercise of its reasonable business judgment elects to grant; provided such licenses are made at arms length, and if such licenses are made to an affiliate, such licenses shall remain subordinate to the interests of Secured Party as provided in this Agreement.

5. **SECURED PARTY'S RIGHTS ON DEFAULT.** If an event of default shall occur under Loan Documents, Secured Party, as the holder of a security interest under the Washington Uniform Commercial Code as now or hereafter in effect, may take such action as is permitted by law or in equity, in Secured Party's sole discretion, to foreclose on or otherwise realize on the Collateral covered by this Agreement. For those purposes, Borrower hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select in Secured Party's sole discretion, as Borrower's true and lawful attorney-in-fact with the power to endorse Borrower's name on and/or file of record, all assignments, applications, documents, papers and instruments, whether signed by Borrower or by Secured Party on Borrower's behalf, necessary for Secured Party or its transferees, successors or assigns, to obtain title to and the right to use the Collateral together with the associated goodwill, or to grant or issue any exclusive or nonexclusive license under the Collateral to any other person or to assign, pledge, convey or otherwise transfer title in or dispose of all or any part of the Collateral and associated goodwill to any other person. Borrower hereby ratifies all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this Agreement, provided such attorney-in-fact acts in a commercially reasonable manner. This power of attorney shall be irrevocable during the term of the Loan Documents.

6. **REMEDIES.** Upon the occurrence of any Event of Default as defined in the Credit Agreement and the lapse of any applicable cure period, and at all times thereafter, Secured Party shall have the rights and remedies of a secured party under the UCC in addition to the rights and remedies provided elsewhere within the Security Agreement or in any other writing executed by Borrower. Secured Party will give Borrower reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if such notice is mailed to the last known address of Borrower at least ten (10) Business Days before the time of the public sale or the time after which any private sale or other intended disposition thereof is to be made. At any such public or private sale, Secured Party may purchase the Collateral. After deduction for Secured Party's sale related expenses, the residue of any such proceeds of sale shall be applied in satisfaction of the Borrower's obligations in such order of preference as Secured Party may determine. Any excess, to the extent permitted by law, shall be paid to Borrower, and Borrower shall remain liable for any deficiency. Secured Party shall have

the right, but not the obligation, to take all such actions and to do all such things as Secured Party deems reasonably necessary to protect and preserve the Collateral and Secured Party's rights hereunder.

7. **FILING OF DOCUMENTS WITH PTO.** Borrower shall in its reasonable business judgment, at Borrower's own expense, diligently file and prosecute all Patents and Trademark Registrations, and Patents and Trademark Applications relating to the Collateral in the PTO, and shall in its reasonable business judgment pay or cause to be paid in their customary fashion all fees and disbursements in connection therewith, and, except in its reasonable business judgment, shall not abandon any such Collateral before the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Collateral without the prior written consent of Secured Party.

8. **FEES, COSTS AND EXPENSES.** Any and all reasonable fees, costs and expenses, including reasonable attorneys' fees and expenses, incurred by Secured Party in connection with the preparation, modification, enforcement or termination of this Agreement and all other documents relating to this Agreement and to the consummation of the transactions contemplated by this Agreement, the filing and recording of any documents (including all taxes in connection therewith) in public offices, any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise reasonably incurred in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be paid by Borrower on demand by Secured Party and, until paid, shall be added to the obligations described in the Loan Documents.

9. **SUIT TO ENFORCE COLLATERAL.** Borrower shall provide Secured Party with prompt written notice of any suit to enforce the Collateral. Secured Party may, at Secured Party's option, be joined as a nominal party to the suit if Secured Party shall be satisfied that joinder is necessary and that Secured Party is not thereby incurring any risk of liability by that joinder. Borrower shall promptly, on demand, reimburse and indemnify, defend and hold Secured Party harmless from and against all damages, costs and expenses, including reasonable attorneys' fees, incurred by Secured Party pursuant to this Section 9 and all other actions and conduct of Borrower with respect to the Intellectual Property Rights during the term of this Agreement.

10. **MODIFICATION; WAIVER.** No modification or waiver of any provisions set forth in this Agreement shall be effective unless the same shall be in writing and signed by the party against whom enforcement is being sought.

11. **EXPENSES INCURRED IN PROTECTING COLLATERAL.** If Borrower fails to comply with any of Borrower's undertakings and covenants under the Loan Documents or this Agreement, Secured Party may, at Secured Party's sole option, do so in Secured Party's name, but at Borrower's expenses. Borrower agrees to reimburse Secured Party in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending, enforcing and maintaining the Collateral.

12. **TERMINATION OF SECURED PARTY'S INTEREST IN COLLATERAL.**

On full and unconditional satisfaction of all of Borrower's obligations to Secured Party under the Loan Documents, Secured Party shall execute and deliver to Borrower all documents necessary to terminate Secured Party's security interests in the Collateral.

13. **NOT A CONDITIONAL ASSIGNMENT OR PRESENT ASSIGNMENT OF TITLE.** Secured Party and Borrower intend this document to evidence a security interest enforceable against the Collateral as a security interest against the Patents and Trademark Registrations. Nothing herein is intended to give rise to a conditional assignment as that term is used in The Clorox Co. v. Chemical Bank, 40 U.S.P.Q.2d 1098 (TTAB 1996) or a present assignment of title.

14. **RECORDATION OF AGREEMENT.** Borrower hereby acknowledges and agrees that this Agreement shall be recorded with the PTO and/or the Copyright Office, as appropriate. Borrower shall give Secured Party prompt notice upon the filing of all future Patents and Trademark Applications and upon the receipt of all Patents and Trademark Registrations and Copyright Registrations, with sufficient detail to allow recording of this Agreement as to such future applications and registrations. Borrower agrees that such future registrations may be added to the Exhibits hereto to facilitate such recording.

15. **PARTIES BOUND.** This Agreement shall be binding on Borrower, Borrower's successors and assigns, and shall inure to the benefit of Secured Party, its successors and assigns.

16. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. **CONFLICTS.** To the extent the terms and provisions of this Agreement are in direct conflict with the Loan Documents, the terms and provisions of this Agreement shall govern.

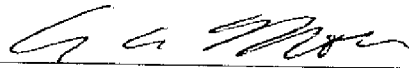
18. **COUNTERPARTS.** This Agreement may be signed in one or more counterparts each of which shall constitute one and the same agreement.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

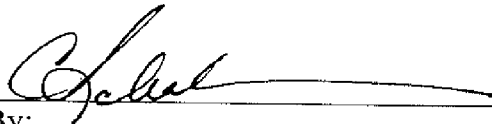
BORROWER:

PACIFIC COAST FEATHER COMPANY,
a Washington corporation


By: Eric A. Moen
Its: COO

SECURED PARTY:

U.S. BANK NATIONAL ASSOCIATION,
as Agent


By: _____
Its: JP.

STATE OF WASHINGTON)
)
COUNTY OF King) ss.

I hereby certify that I know or have satisfactory evidence that ERIC A MOEN is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the C.O.O. of PACIFIC COAST FEATHER COMPANY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

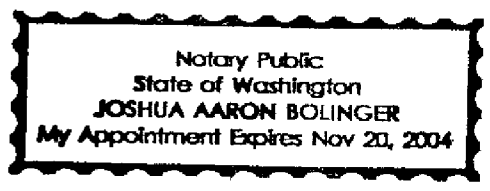
DATED: 10-8-02 2002.

Loretta Marie Sciaceo
NOTARY PUBLIC in and for the State of Washington
Printed Name: LORETTA MARIE SCIACEO
Residing at: ISSAQUAH, WA
Commission Expires: 2-13-05

STATE OF WASHINGTON)
)
COUNTY OF King) ss.

I hereby certify that I know or have satisfactory evidence that Cathryn Schalkle is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Vice President of U.S. BANK NATIONAL ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10/6/ 2002.



Joshua Bolinger
NOTARY PUBLIC in and for the State of Washington
Printed Name: Joshua Bolinger
Residing at: Des Moines Wa
Commission Expires: Nov. 20 2004

EXHIBIT A
 Patents and Trademark Registrations
 Pacific Coast Feather Company

MARK	FOREIGN NO	SERIAL NO.	REG. NO.	PATENT NO.	INTL CLASS	STATUS
ALLER-GUARD		75/179,927	2,030,617		20	Abandoned
ALLERGY FREE		75/059,426	1,753,227		22	Abandoned
AN IMPROVED TICK WITH CORDING FOR PILLOWS	08/636,553		2,014,240	2,203,477	22	Registered
BARRIER WEAVE		75/258,360	2,270,499		20	Abandoned
BARRIER WEAVE		75/337,584	2,030,617		24	Abandoned
BEYOND COMFORT			1,753,227		24	Registered
BEYOND COMFORT			2,014,240		20	Registered
BIG Z			2,270,499		20	Registered
BLUE DUCK		74/577,708	2,262,691		20	Abandoned
CHILDREN'S BEDTIME PILLOW		75/458,046	2,322,562		20	Registered
CHILDREN'S HEALTH PILLOW		75/513,733	1,882,267		20	Registered
COMFORT CENTRAL		75/455,371	2,029,734		24	Registered
COMFORT CORE		75/455,206	1,751,460		20	Registered
COMFORT CORE		74/481,802	0,768,647		20	Registered
COMFORT LOCK		75/257,132			20	Registered
COMFORT LOCK					20	Registered
COMFORT CUSHION	TMA488,350				20	Registered
COMFORTER HAVING A STITCH PATTERN		75/387,374	Des. 392,497		24	Abandoned
COMFORTER HAVING A STITCH PATTERN	29/045,907		Des. 395,187		24	Registered
COMFORTER HAVING A STITCH PATTERN	29/053,537		Des. 395,974		24	Registered
COMFORTER HAVING A STITCH PATTERN	29/056,521		Des. 397,578		24	Registered
COMFORTER SHAM	29/056,622				24	Registered
COMFORTER SHAM					24	Registered
COMFORTHOLD					24	Abandoned
COMFORTHOLD					24	Registered
COMFORTING MOMENTS		75/379,990	2,383,659		24	Registered
COMFORTLITE		74/566,485	2,072,170		20	Registered
CONFORMANCE		74/494,256	2,103,708		24	Registered
CONTINUUM		73/707,078	1,505,987		22	Registered
CROWN JEWEL		75/482,852	2,259,391		22	Registered
CROWN OF DOWN		75/259,325			20 & 24	Registered
DEMI VELOUR		74/437,383	1,946,007		20	Abandoned
DOUBLESTUFF		73/679,156	1,564,544		20	Registered
DOWN AROUND		75/637,883	2,411,319		24	Registered
DOWN EMBRACE	TMA502,795				20	Registered
DOWN ON TOP		75/455,209	2,244,632		20	Registered
DOWN SIDE UP		74/437,385	1,946,008		20	Registered
DOWN SURROUND		73/786,661	1,565,992		20	Registered
DOWN SURROUND			1,751,833		20	Registered
DOWN SURROUND			1,949,403		20	Registered
DOWNAROUND		74/437,384	1,753,995		20	Registered

MARK	FOREIGN NO	SERIAL NO.	REG. NO.	PATENT NO.	INTL CLASS	STATUS
DOWN-AROUND		73/445,911	1,292,323		20	Registered
DOWNLOCK	TMA511,258	0,768,646			24	Registered
DOWNPROOF		74/576,144	2,095,513		24	Registered
DOWNTIGHT		76/307,633	2,558,866		20, 24	Registered
DOWNWORKS		75/635,957	2,418,257		24	Registered
DREAM SENSATIONS		75/818,364	2,476,557		24	Registered
DREAMFLUFF		75/081,435	2,143,254		20	Registered
DREAMWORKS		75/636,636	2,414,607		24	Registered
DRI-DOWN		75/818,365			24	Registered
DRY DOWN		75/309,158			22	Abandoned
DURAFIL		75/304,445			22	Abandoned
DURAMAX		73/657,595	1,473,201		22	Abandoned
EMBRACE		75/636,748	2,427,434		22	Registered
ENCHANTE		74/197,577	1,772,376		24	Registered
ENCOMPASS		75/092,229	2,396,114		20	Registered
EURODOWN		76/121,955	2,569,503		20	Registered
EURODOWN			1,751,593		20	Registered
EUROFEATHER		73/546,201	1,411,336		20	Registered
EUROFEATHER - POLYESTER FILLING	TMA492,650	0,782,569			20	Registered
EUROFILL		74/555,521	1,991,863		22	Registered
EVER-FUFFY		75/383,314			20	Abandoned
EXCELL		75/397,267			24	Abandoned
FEATHER TOUCH		76/132,229			20	Abandoned
FEATHERFLO		75/427,289			20	Abandoned
FEATHERLOCK		74/121,924	1,667,658		20	Abandoned
FEATHERLOOK		74/233,466	1,752,690		20	Abandoned
FEATHERSOFT		76/016,034	2,182,565		24	Abandoned
FILED TOPPER AND FEATHERBED COMBINATIONS		08/919,495	6,009,579		24	Registered
FITTED BED SHEET OR MATTRESS PAD						Registered
FITTED BED SHEET OR MATTRESS PAD						Registered
FITTED BED SHEET OR MATTRESS PAD						Registered
FLANNEL CARESS						Registered
FLEXILOFT		08/062,436	5,287,574		20	Abandoned
FOR YOUR COMFORT...NATURALLY		74/482,213	1,947,358		20	Registered
GRAND EMBRACE		76/151,853	2,558,362		20	Registered
GRANDKID		74/079,078	1,682,997		24	Registered
HEALTH BY DESIGN		75/455,208	2,244,631		20	Registered
HEALTH BY DESIGN		75/454,403	2,453,505		20	Registered
HIGH LOFT		74/678,788			20	Registered
HIGH LOFT COMFORTER PATENT		73/660,206	1,470,348		20	Abandoned
HUGE		09/474,878		6,301,730	20	Registered
HUNK	TMA494,453	0,836,050			20	Registered
HUNK	TMA443,659	0,746,734			20	Registered
HYPERCLEAN		74/281,877	1,747,136		20	Registered
HYPERCLEAN			1,753,961		20	Registered
HYPERCLEAN			2,065,582		22	Registered
HYPERCLEAN (CANADA)	TMA 522,690	74/648,845			20	Registered
		782,570			20	Registered

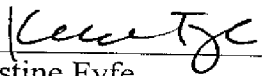
MARK	FOREIGN NO	SERIAL NO.	REG. NO.	PATENT NO.	INTL CLASS	STATUS
HYPERCLEAN (POLYESTER FIBER FILLING)						
INN COMFORT COLLECTION		74/494,258	2,164,915		20	Registered
JUNBO		75/304,444	2,237,509		24	Registered
LUXURY DRAPE PATENT APPLICATION		0,848,200			20	Abandoned
Mattress Cover		09/653,1113				Registered
MAXILOFT				5,970,544		Abandoned
MICROFEATHER	658,987	74/482,212			20 & 22	Registered
MICROFEATHER		409,583			24	Registered
MICROFIBER CLUSTERS		75/769,424			24	Registered
MICROFIL		75/495,408			20	Registered
NATIONAL SLEEP PRODUCTS		74/465,476	2,394,405		20	Registered
NATURAL CARESS	TMA494,924	0,782,145	1,932,149		20 & 22	Registered
NATURAL CHAMBERS		74/465,501			20	Registered
NATURAL FOAM		74/437,695			20	Abandoned
NATURAL PLEASURES		74/262,118	2,065,340		20	Registered
NATURE'S TOUCH		74/483,030			20	Registered
NATURE'S TOUCH	TMA501,554	0,799,441	1,927,083		20	Registered
NORTHERN LIGHTS		74/482,214	2,155,078		20	Registered
NORTHERN NIGHTS		75/194,602			20	Registered
OPTAFIL		74/533,933			20	Registered
OPTIMA		74/080,092	1,900,678		20	Registered
OUR CHOICE PILLOW		0,848,199	1,717,102		20	Registered
OUR FAVORITE PILLOW		75/070,413			20	Abandoned
OUR PREFERRED PILLOW		75/070,414	2,487,744		20	Registered
PACIFIC COAST		75/069,802	2,492,830		20	Registered
PACIFIC COAST			2,357,855		20	Registered
PACIFIC COAST	TMA467,366	0,787,886	1,753,953		20	Registered
PACIFIC COAST		1995-91747			20	Registered
PACIFIC COAST	4,068,337	74/648,042			20	Registered
PACIFIC COAST			1,949,211		20	Registered
PACIFIC COAST FEATHER CO SINCE 1894	502,000	75/000,867			20	Registered
PACIFIC COAST FEATHER COMPANY			1,997,118		24	Registered
POF SUPERFLUFF			2,030,864		20, 22, & 24	Registered
POF SUPERFLUFF			2,030,088		24	Registered
PILLOW HAVING MULTIPLE INTERIOR VOLUMES		75/636,637	2,453,762		24	Registered
PILLOW HAVING MULTIPLE INTERIOR VOLUMES				5,557,816		Registered
PILLOWWORKS				2,216,023		Registered
POLYFIBER COILS		75/636,647			20	Registered
POWER FILL		75/494,639	2,396,467		20	Registered
PRESIDENT'S CHOICE		74/450,485	2,394,404		20	Registered
PROGUARD		75/069,801	2,072,070		22	Registered
QUILTED-TOP FEATHERBED COVER		76/102,911	2,531,647		20	Registered
QUILTED-TOP FEATHERBED COVER		09/474,879			24	Abandoned
QUILTED-TOP FEATHERBED COVER		0031185,3			20	Abandoned
RADIANCE		2,329,701			20	Abandoned
RANDOM FLOW DOWN COMFORTER		74/494,257	1,928,681		24	Registered
RESTSAFE		07/959,080			20	Registered
RESTSAFE		75/082,499	2,143,268		20	Registered
				5,299,333		Registered

MARK	FOREIGN NO	SERIAL NO.	REG. NO.	PATENT NO.	INT'L CLASS	STATUS
ROYALLOFT		75/482,215	2,184,291		20	Registered
SANCTUARY		75/092,230			20	Abandoned
SECUREFIT		76/130,775			24	Registered
SLEEPSAFE		75/081,436	2,523,708		20	Registered
SMART WEAVE		75/636,747	2,145,218		24	Registered
SMOOTHFIT		76/015,622	2,526,218		24	Registered
SOFT CARESS		79/786,207	2,559,983		20	Registered
SOFT SIDE-UP		74/293,259			20	Abandoned
SOMNUS		0,848,204	1,829,856		20	Registered
SOMNUS		75/046,491			20	Abandoned
STARRY NIGHT		74/493,262			20	Abandoned
STRETCHFIT		76/130,776			20	Abandoned
SUPERIOR WEAVE		76/072,593			24	Abandoned
SUPREMALOFT		74/465,840			24	Abandoned
SYMMETRY		74/182,476	1,690,212		20	Abandoned
TEMPRALOFT		74/502,102	2,169,787		20	Registered
THE BIG GUY		0,848,203			24	Registered
THE LITTLE GIRL		0,848,202			20	Abandoned
THE LITTLE GUY		0,848,201			20	Abandoned
THE NATURAL HEALTH PILLOW		74/581,482	2,012,470		20	Abandoned
THE UNCRUSHABLE PILLOW		75/272,945	2,322,111		20	Registered
THREESTAR		75,273,169	2,190,536		20	Registered
TICK WITH CORDING FOR PILLOWS				5,678,262	20 & 24	Registered
ULTIMA		73/491,865			20	Registered
ULTRA VELOUR		74/197,382	1,904,437		20	Abandoned
ULTRAFUFF		75/635,958			20	Registered
UTOPIA		75/092,228	2,213,236		24	Abandoned
VALUEFILL		73/660,388	1,470,700		26	Registered
					22	Registered

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as express mail in an envelope addressed to: Commissioner for Patents and Trademarks, Box Assignments, Washington, DC 20231 on November 6, 2002.

DATE: 11/6/02



Kristine Fyfe